



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

INVITATION TO BID

DATE ADVERTISED: MAY 6, 2004

ITB Title: **SCANNING SERVICES/STORAGE (CD, MICROFILM)**

ITB Number: **IT12669-PJO**

Due Date: **JUNE 3, 2004- 2:00 P.M.**

Buyer: Patti Oquist, patti.oquist@metrokc.gov, (206) 263-4275

TERM SERVICE AGREEMENT

Furnishing Scanning Services and Storage (CD, Microfilm) as requested by various King County Agencies, Departments, and Divisions, located throughout King County, for a period of one (1) year after date of award of a contract, in accordance with the following and the attached instructions, requirements, and specifications.

TOTAL BID PACKAGE \$_____

NO PRE-BID CONFERENCE

Sealed Bids are hereby solicited and will **ONLY** be received by:
King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598
Office Hours: 8:00 a.m. - 5:00 p.m.
Monday - Friday

BIDDERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Address

City / State / Postal Code

Authorized Representative / Title

Signature

Phone

Fax

Company Contact / Title

Email

Phone

Fax

Delivery guaranteed: ☐ Yes ☐ No

Days after order:

Prompt Payment Discount Terms:

_____%-____Days, Net _____

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS

1-1 EXPLANATION TO OFFERORS

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

1-2 SUBMISSION OF OFFERS

- A. The original and one (1) copy of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

1-3 FAILURE TO SUBMIT OFFER

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

1-4 LATE OFFERS

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1-5 PREPARATION OF OFFERS

- A. Offerors are to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.

- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.
- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically accepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

1-6 MODIFICATION OR WITHDRAWAL OF OFFERS

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

1-8 BID DEPOSIT

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

1-9 GENERAL

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential bidder. Each bidder bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

1-10 SUBSTITUTIONS

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality,

performance and use shall be considered, provided the offeror specifies the brand, model and submit with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

1-11 TAXES

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site¹, or directly from the Internal Revenue Department web site², or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1-12 WARRANTY

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service hour.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

1-13 AWARD OF CONTRACT

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.

¹ The King County's web site is located at: <http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

² The Internal Revenue Service web site is located at: <http://www.irs.gov/>

- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).
- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

1-14 TERM PURCHASE AGREEMENTS

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods *may* be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

1-16 INSURANCE

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

1-17 INVOICES

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the "SHIP TO" address on the purchase order unless otherwise notified. DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.

1-18 PAYMENTS

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

1-19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

1-20 CONTINGENT FEE

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

1-21 CANCELLATION

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

1-22 PROTEST PROCEDURE

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

1-23 ENVIRONMENTAL PURCHASING POLICY

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

SECTION 2 - BIDDER QUALIFICATIONS, BID EVALUATION, AND AWARD

2-1 FINANCIAL RESOURCES AND AUDITING

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2-2 QUALIFICATIONS

To be eligible for award, offerors shall have prior successful experience providing Scanning Services.

2-3 REFERENCES

List the names and addresses of four (4) customers, for whom the offeror has performed similar services, in Washington, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by an offeror be found unsatisfactory, King County, at its sole option, may reject that offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with offer.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	3. _____	4. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____

2-4 EVALUATION

Offers meeting all other requirements of this ITB will be evaluated based upon price.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount shall be NET 30 days. State payment terms below and transfer to Page 1 of this ITB.

_____ % - _____ DAYS, NET _____

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

2-5 AWARD

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County of all Schedules, after application of the 5% incentive, if eligible.

King County will not split the award of this ITB.

SECTION 3 - GENERAL CONTRACT REQUIREMENTS**3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16**

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data *must* be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

<http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

3-3 DOMESTIC PARTNER BENEFITS (Non-Discrimination in Benefits)

King County's Domestic Partner Benefits (DPB) Ordinance 14823 prohibits the award of contracts valued at \$25,000.00 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners. To be eligible for award, Contractors shall comply fully with the ordinance's provisions. Within five (5) days of notification of intent to award, and as a condition of the execution of a contract, the successful bidder/proposer shall provide to King County Procurement & Contract Services Section a completed DPB "Declaration" form. The DPB Ordinance and Declaration Form are available online at

www.metrokc.gov/finance/procurement/forms.asp

3-4 DISABILITY ASSURANCE COMPLIANCE (504/ADA)

All King County contractors providing programs, services, or activities to the public shall comply with Section 504 of the Rehabilitation Act of 1973, As Amended, and the Americans with Disabilities Act of 1990 (ADA), which prohibits employment discrimination against qualified individuals with disabilities.

In accordance with King County code 4.16.060(D) the successful offeror shall complete and return all required 504/ADA Self-Evaluation and Assurance of Compliance forms prior to award of a contract.

Copies of these forms are available from our website

http://www.metrokc.gov/finance/procurement/documents/U_027_504_ADA_Compliance.doc, or by contacting the above named buyer.

3-5 SUPPORTED EMPLOYMENT PROGRAM

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

3-6 NON-ASSIGNMENT

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

3-7 INCORPORATION OF DOCUMENTS

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

3-8 SEVERABILITY

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

3-9 INDEMNIFICATION AND HOLD HARMLESS

A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

3-10 TERMINATION

A. Termination for Convenience

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

B. Termination for Default

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee

setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS

4-1 CONTRACT VALUE

The estimated annual value of this contract is approximately **\$200,000.00**. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4-2 DELIVERY

See Section 5 – Technical Specifications

4-3 CONTRACT EXTENSION

The contract period may be extended in one-year increments for two additional one-year periods, unless otherwise specified, in accordance with the best interest and at the sole option of the County.

Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial contract period. Thirty days prior to any extension date, the Contractor shall supply documentation satisfactory to King County such as a Consumer Price Index (CPI-W). King County will evaluate this information to determine if the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Procurement Services Section office. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

King County will not be bound by prices contained in an invoice that are higher than those authorized by King County in the form of a change order. If prior acceptance of the higher price has not been authorized by King County, the invoice may be rejected and returned to the Contractor for a corrected invoice.

If price increases are approved by the County and allowed, they shall take effect at the time of contract extension and remain in effect for the subsequent contract extension period.

4-4 USAGE REPORTS

Annually, the Contractor shall furnish to the Procurement Services Section usage reports showing a summary of the ordering and/or history of each county agency for the previous contract year. The report must show at minimum, description and total quantity of each item ordered during the period, reporting period, county agency, and total dollars per agency. King County reserves the right to request additional information, if required, when reviewing contract activity.

4-5 FTA REQUIREMENTS

This solicitation shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.

4-6 INSURANCE REQUIREMENTS

By the date of execution of this Contract the ("Contractor") shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons and/or damages to property which may arise from, or in connection with the performance of work hereunder by the contractor, its agents,

representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Contractor.

The Contractor shall furnish proof of Commercial General Liability insurance in the amount of the least \$1,000,000 combined single limit, \$2,000,000 aggregate, with King County its officers, employees, and agents covered as additional insureds.

The Contractor shall furnish proof of Commercial Auto Liability insurance in the amount of at least \$1,000,000 combined single limit, with King County its officers, employees, and agents covered as additional insureds.

The Contractor shall furnish proof of Workers' Compensation: Statutory Requirements of the State of Residency.

4-7 LABOR HARMONY

The Contractor shall furnish, and shall require any and all of its subcontractors to furnish labor that works in harmony with all other elements of labor providing in any way goods or services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

4-8 WARRANTY

- A. The Contractor hereby warrants itself that for a period of one (1) year from the date of final acceptance, they will at their own expense and without cost to the County, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship.
- B. King County may avail itself of the offeror's standard warranty if more beneficial to the County.
- C. Warranty Condition: The offeror shall provide a clear and concise statement of the terms and conditions of warranty, including the period and extent of coverage for all defects in material, workmanship and design. The warranty shall be specified for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers.
- D. Claims: The offeror shall provide a statement of his position concerning the "on the spot" settlement of warranty claims or disputes, and on the authorization of local representatives to act on the equipment manufacturer's behalf.

4-9 MAINTENANCE OF RECORDS/AUDITS

- A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and

indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Contractor received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractor receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is equal or greater than \$300,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

4-10 PREVAILING WAGES

The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein.

4-11 LIQUIDATED DAMAGES

- A. Liquidated Damages: All time limits stated in the Purchase Order are of the essence. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful awardee and the County of King that:

A delay would seriously affect the public and the operation of King County; that a reduction in the unit price of \$25.00 per calendar day for each and every day for each order which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time; therefore, the County and the successful bidder hereby establish said reduction in the unit price of \$25.00 per calendar day for each and every day of delay for each order as liquidated damages and not as a penalty or forfeiture for the breach of agreement

to complete delivery by the successful bidder on or before the time specified in the Purchase Order.

- B. Should the successful bidder be obstructed or delayed in completing delivery or by any default, act or omission of the County, or by strikes, fires, act of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon by the County and the successful bidder. Shall there be insufficient time to grant such extensions prior to completion date of the contract, the County may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.
- C. If normal delivery time is increased by ordering any option, please show increase in delivery time adjacent to option description.

4-12 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA) of 1996, requires health information about an individual to remain secure and private. The Contractor shall comply with all HIPAA regulations in full. Information on this Act can be found at the Office of Civil Rights website:
<http://www.hhs.gov/ocr/hipaa/>.

SECTION 5 - TECHNICAL SPECIFICATIONS

5-1 MANDATORY REQUIREMENTS FOR ALL SCANNING SERVICES SCHEDULES

Each item in this section describes a *Mandatory requirement* or condition, which shall be satisfied. Bidders shall be disqualified for failure to agree to any of these mandatory items. Failure to comply with any of these requirements after contract award can result in cancellation of the contract. King County reserves the right to inspect the Contractor's site to insure compliance with these conditions.

Scope of work and skills required for all scanning services for King County.

- A. The Contractor shall be able to perform full document preparation which include but not limited to to the following:
 - 1. unbinding;
 - 2. separate documents from large format drawings;
 - 3. remove staples, clips, bindings and prongs;
 - 4. insert separator sheets between documents;
 - 5. un-roll and straightened documents – curled documents shall be curled in opposite direction and hand-fed;
 - 6. repair damage documents using clear tape;
 - 7. ability to do document counting and boxing;
- B. When documents are prepped, the Contractor shall keep them in the paper clipped groups throughout the process to ensure documents are returned in same groups. The sections in a packet (mostly in 3-sections/packet) shall be stapled together as one and put back in their corresponding boxes.
- C. The Contractor shall check for chronological order within each box, and each group shall follow a chronological order. Example: group 1-11/15/95, group 2-11/17/95, etc.
- D. The Contractor shall deliver the finished product at specific intervals to a designated King County representative for viewing. The random viewing process is to ensure that the data imaging process has been completed and authentically represents the original document to the satisfaction of King County.
- E. The Contractor shall scan the original document and inform King County in writing of all documents that cannot be successfully scanned before completion of the job.
- F. The Contractor shall return material in the same boxes and in the order found upon returning to King County.
- G. The Contractor shall handle paper, microfilm, aperture cards, transparencies, and oversized documents.
- H. The Contractor shall provide output in PDF with OCR, OWR, TIF, JPEG, or GIF.
- I. The Contractor shall provide small format document scanning at least 200 or better dpi resolution.
- J. The Contractor shall provide large format document scanning up to 42" at 200 or better dpi resolution.
- K. The Contractor shall provide quality control – image by image/page by page.

- L. The Contractor shall provide PDF file conversion including hidden text applications.
- M. The Contractor shall provide indexing and coding services.
- N. The Contractor shall provide Web hosting, document libraries and database integration which include the following.
 - 1. custom image hierarchy with point and click navigation;
 - 2. full searching and browsing;
 - 3. download to TIF or PDF;
 - 4. fully secure (user and group authentication, IP checking)
 - 5. document printing support;
 - 6. no client applications required;
 - 7. integration with third party applications out of the box;
 - 8. state-of-the-Art Web server infrastructure and mass storage device;
 - 9. unlimited disk space;
 - 10. full system administration which includes;
 - a. daily backups and restores as necessary
 - b. full system monitoring and problem escalation
 - c. 24x7x365 support
 - 11. hardware and software system customization;
 - 12. class 5 data center hosting.
- O. The Contractor's Data Servers shall be located in highly secured facilities within King County, Washington. King County employees will be able to access their data via secure web browser interface.
- P. The Contractor shall provide backfile conversions.
- Q. The Contractor shall provide FTP file transfer and submissions.
- R. The Contractor shall pickup documents within one (1) hour after receipt of request.
- S. The Contract shall turn-around jobs within 24 hours after pickup of documents. This will depend on the size of the job. The 24 hours refer to one box 1.2 c/f in size containing approximately 2,500 documents.
- T. The Contractor shall store physical documents for a period up to 3 months.
- U. The Contractor shall convert film type 16mm rolls blipped by image not by documents and convert film to single page TIF images and combine these into a multipage TIF and broken into DVD size and burned.
- V. The Contractor shall copy polaroid photographs prior to scanning.
- W. The Contractor shall copy any file folder fonts or thick binder pages prior to scanning.
- X. The Contractor shall scan from bound books and materials.

5-2 MANDATORY ADDITIONAL REQUIREMENTS FOR SCANNING PAPER TO MICROFILM

- A. The Contractor shall prepare the images on 16mm roll film and the documents shall be kept in groups and be stapled at the camera site. The Contractor shall return clips to customer in a box.
- B. The Contractor shall individually inspect the processed images to ensure the data imaging process authentically represents the original document.
- C. The Contractor shall reprocess the original document if the County determines the processed image is not complete or accurate at no additional charge to King County.
- D. The Contractor shall index all processed images using King County's filing system.
- E. The Contractor shall rebind the original documents to the original packet configuration and re-box. If not done in accordance with specifications, the Contractor shall rebind until correct at no additional cost to King County.
- F. The Contractor shall deliver the entire collection of boxes and microfilm with indexing scheme and deliver back to King County's storage facility.
- G. Film reduction shall be 25X.
- H. Film shall have single level blip and be numbered.
- I. Documents shall be filmed within their "FACILITY & MATRIX" groups. The Contractor shall start a new roll when starting a box that is not of the same Facility or Matrix group.
- J. Roll numbers shall be consistent within each Facility & Matrix group. A new group shall start with Roll 1, etc.
- K. To re-prep, the Contractor shall put a single staple through each paper clipped group. The staple shall be put through the upper left corner of each completed group.
- L. One (1) Diazo duplicate shall be made upon request and returned to King County. Original shall be returned to store in vault.
- M. Microfilm imaging shall be produced with ANSI Standards MS 547-1990, including relevant standards for Quality Assurance. The Contractor shall produce microfilm with an error rate not to exceed industry standard of .005" per completed reel of film. Any reel of film with errors due solely on the part of the Contractor's performance and in excess of industry standard, shall be refilmed at no charge to King County.
- N. The Contractor shall transport all documents and microfilm in an enclosed vehicle.
- O. Storage of documents, when not in microfilming production, shall be locked and secured by a monitored alarm system at the Contractor's facility.
- P. The Contractor shall maintain signed oaths of confidentiality for all employees assigned to work with the King County documents.
- Q. The Contractor shall take reasonable precautions in the hiring and assignments of employees to safeguard King County's documents. Current practice includes the screening of all newly hired employees by the Washington State Patrol for prior felony convictions.

The bidder agrees to all **MANDATORY** specifications and or requirements of both 5-1 and 5-2:

Signature of Authorized

5-3 SAMPLE JOBS

The following jobs are samples of the complexity of the work at King County to be factored in your unit prices in Section 6 – Pricing.

- A. King County Department of Development and Environmental Services (DDES): Monthly Volume Estimated at 100,000 Images

King County DDES – Plan, Permits, Inspection documents: Daily pick-up and drop-off.

Box inventory is taken and compared to the Box lists provided by DDES with each box. Discrepancies are communicated to customer via fax or email. Document type is determined by the Contractor's prep staff (INSP, DOCS, BLDG, etc.) The Contractor separates the 8.5 x 11" documents from large format drawings, many of the 8.5 x 11 docs are stapled to the large format docs. Separator sheets are inserted between documents. Large format drawings are un-rolled and straightened or un-folded, the Contractor's doc prep staff hand-writes the file name on the upper right corner of each large format drawing. Staples, clips and bindings are removed by the Contractor's prep staff. Damaged documents are repaired using tape. The Polaroid photos are copied by the prep staff and the 11x17" documents are counted by the Contractor's prep staff.

The documents on the box list are marked by the Contractor's large format scan operator to indicate that a large format document exists. The Contractor's 8.5 x 11" scan operator marks the same list to indicate that 8.5 x 11 documents exist.

Documents are scanned by the Contractor's 8.5 x 11 scan operator; there are two types "curlies" and "standard". The standard documents are scanned at 200 dpi, adjusting capture settings for "print screens", NCR colored papers, thermal paper and aged papers. Photographs are captured at 400 dpi with varying capture settings. Curlies shall be curled in the opposite direction by the Contractor's scanner and hand-fed through the document feed trays. The skewed documents are rescanned. Multipage TIF images are created, indexed by the KC_DDES file number format (example: B01L1234_INSP_0001.tif).

Documents scanned on the large format scan stations are uncurled and weighted by the Contractor's scan staff. Each drawing is scanned separately at 400 dpi and indexed by the KC_DDES file number. Images are captured in a single page TIF file format. Document sizes are recorded as scanned.

Images are QC'd (quality controlled) for image count, image quality, index integrity.

Files are broken into CD size and burned in duplicate. Imagenet maintains the off-site copy of each CD. CD's are delivered by Contractor back to DDES. An index file containing nine fields for each tif is created for each CD and ftp'd (file transferred protocol) to KC_DDES.

Physical documents are stored for 60 days and then destroyed as directed by King County staff.

Document requests are emailed, faxed or delivered within one hour of request.

- B. King County DDES – Plans, Permits, Inspection documents on microfilm (approximately 2,200 to 2,500 images per roll.)

The film type is 16mm rolls blipped by image not by document. The film is converted to single page TIF images. The Contractor then manually determines the beginning and end of each document, combine these into a multipage TIF and name the multipage TIF by the KC_DDES file number. The images are broken into DVD size and burned. An index file containing nine fields (approximately 3 to 18 characters per field) for each TIF is created for each CD and ftp'd to KC_DDES.

Microfilm rolls are returned to King County DDES.

C. KING COUNTY AIRPORT: Monthly Volume Average 200 images.

Lease Files: Upon request, lease files are picked up, the files prepared for scanning by removing prongs, pulling staples, inserting separator sheets, repairing torn documents. Documents are scanned to multipage TIFs and indexed according KC Airport instructions. Images are QC'd for image count, image quality and index integrity. Image files are burned to CD and delivered with the original documents NEXT day.

D. KING COUNTY METRO: Monthly Volume Average 200 images.

Document types include Meeting Handouts, Payroll Documents, Record Transmittals and Project Binders. Delivery shall be single page TIF with free viewing software on CD, multipage TIF, multipage PDF or bookmarked multipage PDF.

E. KING COUNTY WASTEWATER

There are three (3) different groups in the Wastewater Division.

Document types include: Human Resources, Information System Services, Technical Publications, Environmental Planning, Community Relations, Asset Management, Capitol Improvements, Finance, Manager's Office Documents, Planning & Compliance. Documents are scanned to single page TIF and stored with free viewing software on each CD. Images are indexed according to instructions accompanying the documents.

Sewer Use Certifications, box the documents, prep the documents, purge specific documents, scan documents to multipage tif's indexed by Sewer Cert #. Document are OCR'd/OWR'd and loaded to data Servers located at a highly secure facility within King County. Users access their data via secure web browser interface. Physical documents are stored until instructions are received from customer.

F. KING COUNTY WASTEWATER TREATMENT DEPARTMENT

The King County WTD payroll documents and contacts are scanned to single page TIF, then OCR'd and stored with free viewing software on each CD. Images are indexed according to instructions accompanying the documents. Duplicate CD's are prepared. The Contractor stores physical documents until instructions are received from King County.

SECTION 6 - PRICING

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
6-1	SCHEDULE 1 – Paper/Microfilm to CD			
1.	3,000/HRS	Document Preparation work necessary to ready the documents for imaging (removal of staples, clips, etc):	\$_____/HR	\$_____
2.	600,000/IMAGES	8.5" X 11" (A size drawings and documents) Normal turn-around-time shall be based on One (1) week per box. A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____
3.	600,000/IMAGES	8.5" X 11" (A size drawings and documents) Rush turn-around-time shall be based on 24-hour per box . A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____
4.	200,000/IMAGES	8.5" X 14" (Legal size documents) Normal expected turn-around-time shall be based on One (1) week per box. A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____
5.	200,000/IMAGES	8.5" X 14" (Legal size documents) Rush turn-around-time shall be based on 24-hour per box . A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____
6.	3,000/IMAGES	11' X 17" (B size drawings) Normal expected turn-around-time shall be based on One (1) week per box. A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____
7.	100/IMAGES	11' x 17" (B size drawings) Rush turn-around-time shall be based on 24-hour per box . A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____
8.	4,767/IMAGES	18" X 24" Black & White: (C size drawings) Normal expected turn-around-time shall be based on One (1) week per box. A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
9.	100/IMAGES	18" X 24" Black & White: (C size drawings) Rush turn-around-time shall be based on 24-hour per box . A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____
10.	10/IMAGES	18" X 24" 140 DPI Color Color: Normal expected turn-around-time shall be based on One (1) week per job.	\$_____/IMG	\$_____
11.	10/IMAGES	18" X 24" 140 DPI Color Color: Rush turn-around-time shall be based on 24-hour per job.	\$_____/IMG	\$_____
12.	33,370/IMAGES	24" X 36" Black & White: (D size drawings) Normal expected turn-around-time shall be based on One (1) week per box. A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____
13.	100/IMAGES	24" X 36" Black & White: (D size drawings) Rush turn-around-time shall be based on 24-hour per box. A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____
14.	10/IMAGES	24" X 36" 140 DPI Color Color: Normal expected turn-around-time shall be based on One (1) week per job.	\$_____/IMG	\$_____
15.	10/IMAGES	24" X 36" 140 DPI Color Color: Rush turn-around-time shall be based on 24-hour per job.	\$_____/IMG	\$_____
16.	8,581/IMAGES	30" X 42" Black & White: (E size drawings) Normal expected turn-around-time shall be based on One (1) week per box. A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____
17.	100/IMAGES	30" X 42" Black & White: (E size drawings) Rush turn-around-time shall be based on 24-hour per box . A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____
18.	10/IMAGES	30" X 42" 140 DPI Color Color: Normal expected turn-around-time shall be based on One (1) week per job.	\$_____/IMG	\$_____

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
19.	10/IMAGES	30" X 42" 140 DPI Color. Color: Rush turn-around-time shall be based on 24-hour per job.	\$_____/IMG	\$_____
20.	476/IMAGES	36" X 48" Black & White: (F size drawings) Normal expected turn-around-time shall be based on One (1) week per box. A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____
21.	10/IMAGES	36" X 48" Black & White: (F size drawings) Rush turn-around-time shall be based on 24-hour per box . A standard box is 1.2 c/f containing approximately 2,500 documents per box.	\$_____/IMG	\$_____
22.	10/IMAGES	36" X 48" 140 DPI Color Color: Normal expected turn-around-time shall be based on One (1) week per job.	\$_____/IMG	\$_____
23.	10/IMAGES	36" X 48" 140 DPI Color Color: Rush turn-around-time shall be based on 24-hour per job..	\$_____/IMG	\$_____
24.	1,250,000/ FRAMES	Scan 16MM roll of film: (Microfilm) Normal expected turn-around-time shall be based on One (1) week per Reel. (Approximately 2,500 Frames Per Reel)	\$_____/FM	\$_____
25.	240/FRAMES	Scan 16MM roll of film: (Microfilm) Rush turn-around-time shall be based on 24-hour per Reel. (Approximately 2,500 Frames Per Reel)	\$_____/FM	\$_____
26.	240/FRAMES	Scan 34MM roll film: (Microfilm) Normal expected turn-around-time shall be based on One (1) week per roll. (24 Exposures per Roll)	\$_____/FM	\$_____
27.	240/FRAMES	Scan 34MM roll film: (Microfilm) Rush turn-around-time shall be based on 24-hour per Roll. (24 Exposures per Roll)	\$_____/FM	\$_____
28.	500/CD	Create an original CD:	\$_____/CD	\$_____
29.	100/CD	Create a duplicate CD:	\$_____/CD	\$_____
30.	300,000/FILES	Indexing service price:	\$_____/FILE	\$_____
31.	85/CDS	Create and maintain additional set of CD's off-site:	\$_____/CD	\$_____
32.	55,250/MBS	Internet FTP Delivery:	\$_____/MB	\$_____
33.	1,000 Trip	Job Pick-up from Receipt of Request NEXT DAY	\$_____/TP	\$_____

ITEM NO.	ESTIMATED QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL PRICE
34.	1,000	Trip	Job Pick-up from Receipt of Request 1-HOUR	\$_____/TP	\$_____
35.	1,000	Trip	Job Pick-up from Receipt of Request 4-HOUR	\$_____/TP	\$_____
36.	1,000	Trip	Job Return from NEXT DAY	\$_____/TP	\$_____
37.	1,000	Trip	Job Return 1-HOUR	\$_____/TP	\$_____
38.	1,000	Trip	Job Return 4-HOUR	\$_____/TP	\$_____
39.	1,000	Box	Physical Storage if Box past 60 days. 60 days shall be provided by the Contractor at no charge. Storage past the 60 days shall only be a maximum of 3 months. After 3 months, boxes shall be destroyed or picked-up by King County contracted storage vendor at the instructions of King County user.	\$_____/BX	\$_____

TOTAL BID PACKAGE – SCHEDULE 1**\$_____****6-2 SCHEDULE 2 - Web Hosting**

40.	5	Client	Web Hosting Set-up Fee	\$_____/CL	\$_____
41.	25	Month	Ongoing monthly fee that includes a minimum of five (5) concurrent Licenses.	\$_____/MO	\$_____

TOTAL BID PACKAGE – SCHEDULE 2**\$_____****6-3 SCHEDULE 3 – Scanning paper to Microfilm**

To furnish labor, materials and services to convert from standard filing boxes containing approximately 2,500 sheets per 1.2 c/f standard box of paper that contain various laboratory reports, invoices, chain of custody receipts, waste clearance forms, public utility forms, drawing files, and application and transfer the images from paper to microfilm.

42.	200	Hours	Document Preparation	\$_____/HR	\$_____
43.	180,000	Pages	16MM Microfilming 8 1/2" x 11"	\$_____/PG	\$_____
44.	100	Pages	16MM Microfilming 8 1/2" x 14"	\$_____/PG	\$_____
45.	10	Pages	16MM Microfilming 11" x 17"	\$_____/PG	\$_____
46.	10	Pages	16MM Microfilming 18" x 24"	\$_____/PG	\$_____
47.	10	Pages	16MM Microfilming 24" x 36"	\$_____/PG	\$_____
48.	10	Pages	16MM Microfilming 30" x 42"	\$_____/PG	\$_____
49.	10	Pages	16MM Microfilming 36" x 48"	\$_____/PG	\$_____
50.	50	Rolls	Indexing Services	\$_____/ROLL	\$_____

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION		UNIT PRICE	TOTAL PRICE
51.	50	Cartridges	ANSI Cartridges	\$_____/CRT	\$_____
52.	50	Cartridges	Duplicate Rolls	\$_____/ROLL	\$_____
TOTAL BID PACKAGE – SCHEDULE 3				\$_____	

TOTAL BID PACKAGE – SCHEDULE 1, 2 & 3 \$_____

(Insert this price on page one (1) of bid document)

Domestic Partner Benefits Declaration Form



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Exchange Building, EXC-ES-0862
821 Second Avenue, 8th Floor
206-684-1681 TTY Relay: 711

King County's Domestic Partner Benefits (DPB) Ordinance prohibits County contractors from discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners. "Employee benefits" are defined as the provision of bereavement leave; disability, life and other types of insurance; family medical leave; health benefits; membership discounts; moving expenses; pension and retirement benefits; travel benefits; and other benefits given to employees, but excludes benefits to the extent that the application of the ordinance may be preempted by federal or state law.

The Domestic Partner Benefits Ordinance is available online at
www.metrokc.gov/finance/procurement/forms.asp.

This form must be completed, signed and returned to the address listed above within five (5) business days of notification of King County's intent to award a contract.

Check all that apply:

- ☐ Makes benefits available on an equal basis to its employees with spouses and its employees with domestic partners.
- ☐ Does not make benefits available to the spouses or the domestic partners of its employees.
- ☐ Have no employees.
- ☐ Registered under the City of Seattle's "Equal Benefits Compliance" Code (SMC CH.20.45).

Company Name

Street Address

City / State / Postal Code

E-mail Address

Phone

Fax

Signature

Authorized Representative / Title



King County

ATTACHMENT A
INVITATION TO BID IT12669-PJO
KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM
FOR GOODS AND SERVICES CONTRACTS

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.

Application of the 5% Incentive Factor and Contract Award:

1. This contract will be awarded to the lowest responsive, responsible bidder; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.
2. All certified SEDB bidders must complete the information in the section for Bidder Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (☐) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

Name of SEDB Business


SEDB Certification Number

Owner Signature

Contact Person Name and Phone Number

BID OPENING LABEL

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

U R G E N T – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	Bid No. IT12669-PJO
	Bid Title SCANNING SERVICES/STORAGE (CD, MICROFILM
	Due Date
	Vendor
U R G E N T	